

**IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF MISSOURI  
SOUTHERN DIVISION**

**CHRISTY STOKES,**

Plaintiff,

vs.

**AMAZON.COM LLC**

Defendant.

Case No. 17-CV-03269

Hon. M. Douglas Harpool

**PETITION FOR APPROVAL OF PROPOSED PARTIAL SETTLEMENT AGAINST  
AMAZON.COM**

COMES NOW plaintiff, pursuant to the provisions of §537.090, RSMo., 2000, moves this court to enter its order approving the proposed partial settlement of this action and for the reasons and pursuant to the terms set forth herein below:

1. Plaintiff, seeking damages on behalf of the entire class of wrongful death beneficiaries under statute, has filed suit against defendant Amazon.com for the wrongful death of Albert L. Stokes (hereinafter referred to as “decedent”) arising out of and as a result of a motorcycle accident which occurred on June 3, 2014, in Laclede County, Missouri.

2. Michelle Tarczynski, next of friend for decedent’s daughter, Alyson Tarczynski, who is the only other member of the class of beneficiaries other than Albert Stokes, Sr., father of decedent, has agreed to Plaintiff’s representation of the class in the above mentioned action, and decedent’s father Albert Stokes, Sr., has received notice of this lawsuit and this claim in that he has been notified that he is entitled to join in this action. Notice of the time and place of the settlement hearing was given to Albert Stokes, Sr.

3. Plaintiff has fully investigated the facts and circumstances with reference to the occurrence and the death of the decedent and of the potential elements of damages as set forth in §537.090, RSMo., 2000.

4. Subject to the approval of the court, Plaintiff has negotiated with defendant Amazon.com the settlement, in the amount of Five Thousand Dollars and no/100 Dollars (\$5,000.00), said settlement being a full and complete settlement of all claims against Amazon.com, and its liability insurance carrier, for injuries to and the death of decedent. In negotiating this settlement, defendant Amazon.com has not admitted any liability for injuries to or the death of the decedent.

5. This settlement applies only to defendant Amazon.com, and does not resolve claims against co-defendants, including but not limited to Ivolution Sports, Inc. and Fast\_Ship\_Captain.

6. This settlement is conditioned upon approval by this court and the execution of appropriate releases by all person receiving distribution under order of this court.

7. Plaintiff, and minor acting by and through her next friend, to the best knowledge and information of each person, has provided notice to all persons entitled to sue or to join or to ultimately share in the benefit of this action, specifically Albert Stokes, Sr. Therefore, there are no other individuals to notify of this proceeding.

8. Plaintiff respectfully submits to the court, that as a result of plaintiff's investigation as to potential liability of defendant Amazon.com, given the potential for damages recoverable and given the applicable limits of liability insurance coverage available, this settlement is in the best interests of all persons who are entitled to the proceeds thereof.

WHEREFORE, plaintiff respectfully request this court to enter its order approving the settlement as aforesaid in the total amount of Five Thousand and no/100 Dollars (\$5,000.00), and to order plaintiff to: (1) Collect and receipt therefor; (2) Acknowledge satisfaction of the same and execute appropriate releases; (3) Pay the cost of recovery and collection; (4) Require all persons sharing in the distribution to execute appropriate release agreements; (5) Apportion the net proceeds to the persons entitled to share therein; and (6) Report and account therefor to the court, and thereafter be discharged.

Christy Stokes  
Christy Stokes

STATE OF MISSOURI     )  
COUNTY OF Laclede     ) ss.

Christy Stokes plaintiff herein, having been duly sworn upon his or her oath, states that the facts set forth in the foregoing Petition for Approval of Proposed Partial Settlement are true and correct according to his or her best knowledge, information and belief.

In Witness Whereof, I have hereunto set my hand and official seal this 16<sup>th</sup> day of March, 2018<sup>7</sup>.

Notary Public

My commission expires

April 15, 2020

